THE JOURNAL OF MUSCLE SHOALS HISTORY

Volume III Contents 1975

Andrew Jackson and His Northwest Alabama Interests
by Turner Rice..... 3

Alabama's First Iron Furnace
by Richard C. Sheridan..... 13

The Cypress Land Company: A Dream of Empire
by Turner Rice..... 21

The Beckwiths of Lauderdale County
by Ronald Pettus..... 36

The Iron Industry in Sheffield, Alabama
by H. T. Damsgard..... 40

Blast Furnaces in Florence, Alabama..... 46

J. W. Worthington and His Role in the Development of Muscle Shoals and the Tennessee River
by Clopper Almon..... 49

The History of Wilson Dam and Muscle Shoals Properties
by Mrs. Judy Renegar..... 58

Town Building: The Case of Sheffield, Alabama
by Joseph H. Nathan..... 65

INDEX Arranged by Mrs. Diana Joubert..... 76

Published annually by the Tennessee Valley Historical Society.

Copyright Tennessee Valley Historical Society 1975.

Manuscripts, documents, and other materials for publication should be sent to the Editor, The Journal of Muscle Shoals History, University of North Alabama, Florence, Alabama 35630.

The Cypress Land Company: A Dream of Empire
by Turner Rice

The Cypress Land Company was named for the beautiful creek which originally marked the western boundary of the town of Florence. The origin of the name, Cypress, or Cyprus, is unknown, but the creek is so identified on very early maps.[1] The Cypress Land Company resulted from a merger of two rival factions who associated to buy the site of what is now Florence. One group, "The Tennessee Company," consisted of a number of prominent citizens of Nashville, including John Overton, later the founder of Memphis and former law partner of Andrew Jackson, General John Coffee, then Surveyor General of the Alabama Territory, James Jackson, the Irishman who built the famous "Forks of Cypress," and last but not least, and certainly the prime mover, that grand old land speculator, warrior, first citizen of Tennessee, Major General Andrew Jackson, himself. The other group, "The Alabama Company" had a number of equally prominent and widely known individuals associated with it included Leroy Pope, the "father of Huntsville," Thomas Bibb, brother of William Wyatt and second governor of Alabama, Waddy Tait, Judge John McKinley, later United States Senator and Justice of the Supreme Court, and one James Madison, who, even if he was not the President of the United States, at least came from Virginia.[2]

Under the prodding of Judge McKinley, the two groups agreed to pool their not inconsiderable resources and from a single company, with the avowed intention of bidding for the site at the foot of Muscle Shoals.

Any exhaustive study of the early history of the Cypress Land Company can be a frustrating experience. A fire, occurring in December of 1827, completely destroyed the offices of the company in Florence. All the books and records of the company including all notes, bonds, stock certificates, and lists of debtors and stockholders were burned. The active management had to reconstruct the ledgers and records from bits and pieces of memoranda, personal recollection, and letters and papers in the hands of attorneys, or other trustees. If it had not been for long and involved litigation occurring during the 1840s, it might well have been impossible to reconstruct the early history of the company with any degree of accuracy. Fortunately, transcripts of depositions, interrogations and testimony are preserved in the books of the Lauderdale County Chancery Court. While many of the state-

ments are self-serving and reflect the fallibility of the human mind after a lapse of twenty-five years, they nevertheless make available a fascinating account of events which transpired more than a hundred and fifty years ago.[3]

John Overton, wily Nashville lawyer, planned and drew up the "Articles of Association" of the Cypress Land Company. This company was designed solely to make a profit through the sale of lots in the town of Florence.[4] The history of the company is a part and parcel of the history of Florence for the period covered. The name Florence is attributed to a young Italian surveyor and map maker by the name of Ferdinand Sannoner. Sannoner was attached to the United States Land Office in Huntsville, and had a great deal to do with the mapping and platting of the area being opened to settlement.[5]

Speculation in government lands was the order of the day. Lands were sold cheaply and on liberal credit terms by the federal government. Any settler who had a few dollars in hard money could bid for and buy land acreage far beyond his capacity to pay. Purchase was made easier by the fact that "Mississippi Stock" or "Yazoo Scrip," as it was commonly called, and which had sold for years at deep discounts, was applicable at par, for up to 95% of the cost of the government lands. Upon payment of one-fourth down, the buyer received a "Certificate of Purchase," which indicated that the holder would be entitled to receive "Letters Patent," upon payment of three additional installments of like amount. These "Certificates" were assignable, and were traded in eagerly by speculators.[6]

Numerous land companies were organized during this period to promote new towns in the northwest Alabama area. Many of the "investors" (or speculators) were heavily committed to a number of companies, straining their credit to the limit. Among the promotional ventures which came into being contemporaneously with the Cypress Land Company, were companies sponsoring the towns of Marathon, Triana, Cotton Port, Bainbridge, York's Bluff, Tuscumbia, Athens, and Waterloo. Great rivalries ensued as the promoters praised the sometimes imaginary and always exaggerated superiorities of their respective towns.[7]

It was in this atmosphere of unbridled speculation, that the founders of the Cypress Land Company met in the quarters of the United States Land Office in Huntsville on March 12, 1818, and adopted the Articles of Association drawn up by John Overton.[8]

Upon adoption, the Articles of Association was recorded with

CERTIFICATE OF INTEREST IN THE CYPRESS LAND COMPANY.

Share No. 1

12
408

These are to certify that Andrew Jackson of Nashville Tennessee, has paid to us, the undersigned, Trustees of the Cypress Land Company, the sum of Four hundred thirty dollars and No cents, being the proportion of the joint funds of said company due from said Andrew Jackson for the first instalment or payment on said share No. One of the Capital Stock of said company: to all the rights, benefits and advantages of which said share No. One the said Andrew Jacskon his Assignees or Representatives, shall be at all times entitled on the production of this Citificate; provided, the said Andrew Jackson his Assignees or Representaves, shall well and truly pay to the said Trustees, as they become due, the second third and fourth instalments on said share for its proportion of the purchase money still payable to the United States for the three remaining instalments on the Lands of the Company, respectively becoming due and payable on the fifth day of March 1820, 1821, and 1822, according to the provision in that behalf in the Articles of Association of said company, executed by us, and dated at Huntsville the 12th day of March 1818: and we do hereby promise engage and bind ourselves, our heirs &c. to pay to the said Andrew Jackson his Assignees or Representatives, according to said articles, all dividends of the joint proceeds and profits which may become due on said share; and also, well and truly to perform all and singular the articles of said association on our part to be performed.

Given under our hands and seals, at Huntsville, this 12th day of March 1818.

Stock Certificates of the Cypress Land Company were issued in the name of each stockholder. In this example, Andrew Jackson was selected as a typical stockholder because it is known that he subscribed to eight shares of the Company at a cost of $430.00. Each Certificate was signed by the Trustees of the Company.

the Land Office, to evidence the fact that the Company was duly constituted, and in business for the purpose of selling lots from townsites. It was an unincorporated association, and assignable certificates of beneficial interest, called "Stock Certificates," were issued to the participants. The holders had paid $53.75 for each share. The certificates provided for payment of three additional annual installments of $53.75 each, but there is no evidence that any further payments were made by investors. Altogether, 408 shares were issued, and no one holder at the beginning owned more than twelve shares. The affairs of the company were placed in the hands of seven Trustees who were: Leroy Pope, Thomas Bibb, John Coffee, James Jackson, John Childress, Dabney Morris, and John McKinley. Coffee, Jackson and Childress represented the Nashville faction, while Pope, Bibb, Morris and McKinley made up the Alabama group. The Trustees were given full authority to rent, lease, sell and convey the company's property without limitation, to establish one or more ferries for operation, sale, or lease, and to designate agents, from their own number or otherwise, to be in charge of the day-to-day operations of the company. Provisions were included for a commission of 5% to be paid to the Trustees on all moneys flowing to the company. The instrument provided for the payment of dividends to stockholders and the dissolution of the company after all property was sold. Two public sales were authorized, the second to follow five years after the first. No succession of trustees was included. Annual meetings of the shareholders were to be held, and reports were to be made by the "acting trustees." Jackson, McKinley, and Coffee were to be the "acting trustees."[9]

Already agents for the company had succeeded in buying at the land sales a total of 5,515.77 acres of land, consisting of a number of sections in newly formed Lauderdale County. The purchase included all the land along the northern bank of the Tennessee River, from Campbell's Ferry to the mouth of Cypress Creek inclusive. The total cost was $85,235.24, of which $21,308.81 was paid as a down payment. This was virtually the entire capitalization of the company. The agents promptly endorsed over the "Purchase Certificates" to the company's trustees.[10]

The Trustees were men of prompt and aggressive action and lost no time in engaging surveyors to lay out the town of Florence. Hardly a month later, florid advertisements were appearing in newspapers of Alabama, Tennessee, and other places, announcing the first sale of lots in a town which existed only on paper.

The lengthy and rhapsodic advertisements which appeared in connection with the forthcoming sale of lots were true gems of the advertising art as the following will indicate.

TOWN OF FLORENCE

Notice is hereby given, That lots in the above named town will be offered for sale, at Public Auction, on the premises, on Monday, the sixth day of July next. A liberal credit, in installments of one, two and three years, will be allowed. Purchasers will be required to give bond with approved security.

Florence is laid out on the northern bank of the Tennessee river, at the foot of Muscle Shoals, about a mile above the mouth of Teketanoah or Cypress creek, and opposite the lower end of a large and beautiful island, fertile in the extreme and covered with timber. The channel between this island and the site of Florence, is the usual channel for large boats--that towards the southern bank being too shallow. The island will afford great facility and security to the erection of a bridge across the river, when it shall, at some future, and perhaps, not very distant day, be called for by the growing importance of the town--to which it will be, at the same time, both a convenience and an ornament.

Intelligent men, from all quarters possessing any tolerable knowledge of the Tennessee river, and that tract of country commonly called the Big Bend, have long foreseen that, at the lower end of the Muscle Shoals, there MUST, in the natural course of things, spring up one of the largest commercial towns in the interior of the South-western section of the Union.

The undersigned have, in common with others, long directed their attention to this subject. They are intimately acquainted with the adjacent country. They have carefully examined the different sites along the river, on both its Banks; and, after comparing their relative advantages and disadvantages they have, as the result of their survey, unanimously selected the spot best suited, in their opinion, for the site of a Great Commercial Town. This was completely within their power; since they, and their associates, have purchased, at the late sales of the Public Lands, at Huntsville, ALL the probable situations on the northern bank of the river, from Campbell's Ferry to the mouth of Cypress inclusive.

The site of Florence is an elevated plain, at least one hundred feet above the level of the river; dry, commanding, and

beautiful. It has the Tekatanoah on the west, on which mills are already erected and in operation. The small but beautiful creek of Sweetwater winds along near the outskirts of the town on the east, and has its source, about two miles to the north, in a fountain equal to any in the world. It is ascertained by admeasurement, that water may be readily conveyed, in pipes, from this Spring through the Town.

There are three other springs within twenty poles of the Town, at three several points. And no doubt can be entertained that fine well water may be easily and cheaply obtained, in all parts at a moderate depth.

Florence lies just below the last of that series of rapids or shallows, constituting the Muscle Shoals: This, therefore, is and must be the head of Steam Boat navigation--Keel Barges and Steam Boats can readily ascend to this point--but not higher. Boats of a smaller size and different construction must be used for the navigation of the shoals, which are upwards of twenty miles in length.

Florence, therefore, must be the entrepot of groceries and foreign goods for the whole of the upper country of the Tennessee--a fertile district of more than two hundred miles in extent. The valley of that river, varying from twenty to forty miles in breadth, is among the most fertile and beautiful in America. The soil is of the first grade of excellence and produces even beyond its promise. Cotton is the staple. About forty townships north of the river, sold for upwards of four millions of dollars; commanding from two to seventy-eight dollars per acre; bought generally, not by monopolists for purposes of speculation, but by PRACTICAL PLANTERS for actual improvement and cultivation. Mountain scenery surrounds you on all sides. The streams are clear, rapid and beautiful; and the climate confessedly among the most pleasant, salubrious and delightful in the United States, being in the happy medium between the too hot and the too cold.

The great military road, leading from Nashville to New Orleans, runs through the town of Florence; and it was in its neighborhood that General Jackson fixed the site of a great national armory and cannon factory, when such an establishment, in this quarter, was contemplated by the government some twelve months ago. Whenever a work of this kind shall be undertaken, no doubt can be entertained of the fitness of his selection. It seems destined for the purpose. It is the natural point to

concentrate the means of defence for Orleans and Mobile and the intervening coast.

The country abounds in iron ore of the best and richest description; stone coal is found on the surface of the earth; timber is abundant and of great variety; and the streams are almost a continual series of falls, affording innumerable sites for mills of all sorts of Machinery operated by water. The soil is capable of sustaining a very dense population.

And independent of the Tennessee river and the present military road a road will be speedily opened, for purposes of commercial intercourse, from Florence to the Falls of the Tuscaloosa or Black Warrior river, distant bout one hundred miles due south, and to the nearest navigable point on the Tombeckbe river, at Cotton Gin Port, which does not exceed seventy miles. Florence is, perhaps, the nearest point on the Tennessee to those highly important and navigable rivers.

Having approached these southern streams, as if for the purpose of affording a short and commanding land communication, or, in no long time, to pour a portion of its waters into them through navigable canals, the Tennessee, at Florence bends rapidly to the north, for more than two hundred miles, running nearly parallel with the Mississippi though in a contrary direction, as if for the purpose of carrying DOWN its cotton to Kentucky, and Indiana and Ohio, and receiving in return the manufactures of those states, and the western parts of Pennsylvania.

Doubtless the intercourse will be very considerable. The Tennessee Valley will unquestionably supply the raw material to the manufacturing establishments of those states; and it has, in this respect, a double advantage over any other cotton growing country, in the Union--having the home and foreign market equally convenient. And it will be seen from the foregoing statements, that the neighborhood of Florence abounds in sites for factories of every description; and it is every way probable, that some will be speedily established there, at least for the coarse cotton cloths suited for negro wear. Wood, water and the materials are at hand; and such establishments THERE, would have decided and obvious advantages over those at more distant points.

Florence has to support it, not only the rich and beautiful valley of the Tennessee river, but an extensive back country in West Tennessee, comprehending some of the most populous and

fertile counties in the state, whose commercial dealings will undoubtedly centre there.

The landing along the bank in front of the town is uniformly good; and Cypress creek will afford an additional horbor, perfectly safe at all times. While the adjacent country on the southern side of the river is nearly destitute of timber, and has scarcely a mill seat, the lands on the northern bank, east and north and west of Florence abound in both.

The undersigned are only the agents of a numerous association of respectable, opulent and enterprising individuals, who have already vested much capital in its neighborhood, and are ready to employ much more in building houses and setting on foot mercantile and manufacturing establishments in the town of their choice. At least two commercial houses importing their goods directly from Europe, intend to transport their capital to Florence in less than a year from the sale of its lots; while other gentlemen, possessing ample means, are making arrangements to purchase a Steam Boat, ambitious to own the first that floats on the Tennessee.

As the undersigned cannot doubt the rapid growth and increasing importance of Florence, they have not only given a liberal credit to purchasers, but have sought to lay it out on a plan in some measure proportioned to its future greatness. The four principal streets are each one hundred and fifteen feet wide; the rest ninety-nine each; all crossing each other at right angles. The lots are very nearly half acres, and are ALL CORNER LOTS, fronting on two streets.

The trustees reserve a square for a college, one for a female seminary and one for a public walk or pleasure ground; a square for a market, one for a court house, and a lot for a jail, in the belief that the seat of justice for the county of Lauderdale will be fixed at Florence. These are all donations. Besides which a square of two acres without the town, will be set apart for a burial ground.

LeROY POPE,
THOMAS BIBB,
JOHN COFFEE,
JAMES JACKSON,
J. CHILDRESS,
DABNEY MORRISS,
J. McKINLEY.
Trustees.[11]

Huntsville, A. T.,
March 28, 1818.

Certainly the printed and word-of-mouth advertising had a telling effect, for, on the date of the sale, July 22, 1818, a great crowd of prospective buyers were present. Some came from great distances, all put up with all manner of inconveniences. Many were bona fide investors, or homeseekers, others were rank speculators, out for a quick turnover and a fast dollar. Speculation was rife. Business lots, riverside warehouse sites and ferry locations brought fantastic prices. Certainly the Trustees had full confidence in the enterprise, as they were among the heaviest purchasers. Some disgruntled buyers claimed the Trustees were "puffing" the prices. The Trustees did nothing illegal, but they did take every action that would promote the sale of lots. Before the sale they announced that the company would erect, at its expense, a courthouse, jail, and a brick tavern, and to induce the administration of Lauderdale County to designate Florence the county seat. The expedient was successful, and Florence became the county seat. The public buildings and the tavern were built over a period of several years at a combined cost of something like $50,000.00. Much of this cost was paid for in lots and acreage at inflated prices.[12]

The Trustees were vastly pleased with the four day sale, during which lots valued at $223,600.00 were sold, albeit, mostly on credit. Lot buyers began at once to erect dwellings and commercial structures. The Trustees offered discounts of up to 35% of the cost of business lots to individuals who would put up business buildings.[13] The master plan, drawn up by Sannoner, made provisions for wide streets and avenues and reserved lots for public buildings, a college, parks, a market, and a cemetery.[14] The Methodists, Baptists, and Presbyterians bought lots. Within months, merchants were open for business, stocking consumer goods arriving from Nashville or Huntsville.[15]

The early prosperity and rapid growth was short-lived. Beginning in 1819 and continuing for several years a depression struck the entire country. Cotton prices dropped, banks suspended specie payments, and money became tight.[16] As nearly all the lots sold by the company had been on credit, almost at once the tight money situation affected the buyers, and many notes became delinquent. Some speculators relinquished their property, others were unable to pay the annual installments.

Congressmen in Washington were beseiged with demands for relief. As a result of the pressure, in 1821 Congress passed the first of a series of relief acts. This act provided that buyers

KNOW all men by these presents that we Leroy Pope, Thomas Bibb, John Coffee, James Jackson John Childress Dabney Morriss and John M'Kinley, Trustees for the Cypress Land Company, are held and firmly bound to John Mathis ——— in the penal sum of four hundred Dollars ——— for the payment of which sum to the said John Mathis ——— his heirs &c. we bind ourselves and our heirs, jointly and severally, by these presents, In testimony whereof we have hereunto set our hands and affixed our seals this 22 day of July ——— 1818. The condition of the above obligation is such, that whereas the above bound Leroy Pope, Thomas Bibb, John Coffee, James Jackson, John Childress, Dabney Morris and John M'Kinley have, by virtue of, and in conformity to articles of association, entered into at Huntsville bearing date the twelfth day of March eighteen hundred and eighteen, sold to the said John Mathis ——— a lot of land in the town of Florence in the Alabama Territory, known in the plan of said town by number two hundred & forty six for and in consideration of the sum of two hundred Dollars ——— secured to be paid to said trustees in three equal payments, for which sum the said John Mathis ——— hath executed his three several promissory notes bearing even date with these presents, with James Madison ——— his security. Now if the Trustees of said Cypress land Company shall on the payment of the whole of said sum of two hundred dollars ——— and the interest thereon, if any shall be then due, convey to the said John Mathis ——— his heirs or assigns, said lot number 246 by a good and sufficient deed in fee simple with general warranty, then this obligation to be void, else to remain in full force and virtue in law

The above is a Bond for Title issued to the purchaser of a lot from the Cypress Land Company. Each bond issued was signed by the Trustees of the company.

of public lands were entitled to a 37½% discount, and a four-year extension on the deferred part of the debt, but, this discount was available for cash settlements only, and if there was anything the Cypress Land Company was lacking, it was cash. The act further provided that purchasers of lots from townsite promoters were entitled to a 20% discount on their purchases and an extension of four years. A further provision permitted buyers to relinquish part of the lands bought, and to apply all of the down payment to pay up in full such part of the property as was retained.[17] This procedure was adopted by the land company, and much of the land originally acquired was turned back to the government. Only the site of Florence and its immediate environs was retained. This enabled the company to give warranty deeds to replace the bonds-for-title first given lot buyers who had paid out their debts in full.[18]

All in all, the depression caused the active Trustees a great many headaches and forced them to engage in desperation measures to keep the company solvent. The company did survive and Florence grew. Alabama became a state in 1819. The first steamboat reached Florence in 1821, thus opening the river to steamboat traffic.[19] Bargemen continued to run the shoals with the products of the up-river farming economy, and Florence became a transshipment point. Anne Royal, that peripatetic early exponent of "Woman's Lib," visited the town in 1821 and wrote glowingly of its future.[20]

The second sale of lots, required by the Articles of Association, took place in the summer of 1823. While not as successful as the first, this sale produced something like $58,000. Altogether, lots valued at nearly $324,000.00 had been sold by the end of 1823.[21]

Almost from the very beginning, stockholders of the company had urged that shares of stock be allowed to offset against debts for lot purchases at some determined figure. Shares had sold, even before the first sale, for as high as $400.[22] The Trustees, always hard pressed for cash, were reluctant, but they realized that deposit of shares as an offset against debts would self-liquidate the company. In 1825 General Coffee, who had become the agent of the Trustees, estimated the value of each share of stock at $500. From then on nearly all payments were made by deposit of shares. Shortly before the 1827 fire, James H. Weakley, bookkeeper for the company, made a list of all debtors and amounts they owed. It totaled $221,303.89, against which had been deposited 318 shares (out of 408).

The 1827 fire was catastrophic. Coffee and his associates were stunned. Some said that the conflagration was of incendiary origin. John Coffee immediately wrote his Nashville friends, Andrew Jackson and John Overton for advice. Both replied by return mail, offering sympathy and practical advice. Overton offered to come to Florence if he could be assured that he would be compensated. He sent along a suggested bill to be introduced in the Alabama Legislature, authorizing the recovery of lost bonds by proving loss by common law. He further urged that the Trustees file a bill in Chancery Court against all persons indebted to the company. Jackson urged that Coffee put into writing every detail he could recall and to summon all debtors to appear and renew their notes and bonds. Coffee at once had James Jackson submit the proposed bill to the Legislature, then in session in Tuscaloosa, and he also followed up on the other recommendations.[23]

The company survived this disaster, but it was far from ready for liquidation at the time of Coffee's death on July 7, 1833. The surviving Trustees appointed James B. Irvine, a Florence attorney, agent for the company and attorney in matters of litigation. Irvine was given authority as of October 1833 to accept stock of the company in payment of debts at the rate of $475 per share. Notwithstanding the "panic" of 1837 and hard times generally, by 1841 Irvine had collected several thousand dollars in cash and had obtained deposit of all but nineteen shares of the stock. In that year, Trustee McKinley asked Irvine for an accounting and final settlement of the company's affairs. Irvine, in the meantime, had personally acquired three shares from an out-of-town owner, and demanded that he be paid for these shares at the rate of $1,000 or $1,200 per share. McKinley refused to authorize this and filed suit against Irvine for the money collected. Irvine, in turn, brought suit against McKinley and Pope (surviving Trustees) and against the executors of the estates of John Coffee and James Jackson.[24]

This bill of complaint, filed in the Chancery Court of Lauderdale County on October 5, 1842, made serious charges against the defendants, dating from the early days of the company. Among the matters cited were self-dealing, irresponsible acts, failure to call meetings of and report to the stockholders, failure to pay dividends, and unjustified and unauthorized expenditures of company funds, particularly in the erection of the public buildings donated to Lauderdale County. This litigation was drawn out, engendered much bitterness, and effectually precluded final

settlement of the company's affairs. Claims and counter-claims were made. Irvine was accused of breach of contract, breach of professional ethics, self-dealing and conflict of interest.[25] After voluminous testimony, depositions from many persons, and repeated hearings, the Chancellor in 1846 rendered a decree which, in effect, was a complete victory for Irvine. The defendants appealed to the State Supreme Court. Finally, at the January term in 1848, this Court rendered a decree which, to the relief of the defendants, reversed in its entirety the decree of the lower court and thereby gave a clear-cut legal victory to the Trustees.[27] And, thus, thirty years after its inception, the Cypress Land Company was, at long last, ready to liquidate its affairs.

The hopes of the founders of the Cypress Land Company were never fully realized, and the potential of the town of Florence was long delayed. Florence with a population of only 802 in 1850 was hardly the "Emporium of Commerce" envisioned in 1818.[28] Yet this company was more successful than most, and those who invested in its shares, if they held on, came out very well indeed.

James H. Weakley, who was appointed agent for the Trustees in 1841, following Irvine's dismissal, finally liquidated the company in the years following the end of the litigation. The last transaction of record on the books of Lauderdale County is a conveyance of six one-half acre lots in Florence, and dated May 27, 1851.[29]*

---

*This paper was presented at the annual Convention of the Alabama Historical Association in April, 1971.

REFERENCES:

1. Peel & Sannoner Map of 1817, Southern Collection, Birmingham Public Library, Birmingham, Alabama.
2. Deposition of John McKinley, Irvine vs. McKinley, et al., Book C, Lauderdale County Chancery Court Records, Florence, Alabama. Many early historians said that the James Madison who invested heavily in the Cypress Land Company and in Florence lots was in fact the President of the United States. More recent research has shown that this Madison was a Virginia engineer and speculator.
3. Deposition of John McKinley, Irvine vs. McKinley, et al., Book C, Chancery Court Records, Lauderdale County; John Coffee to John Overton, Dec. 16, 1827, Overton Papers, Tennessee Archives.

4. John Overton to John Coffee, Oct. 10, 1827, Coffee Papers, Tennessee Archives.
5. Robert Dyas, History of Florence, 1918.
6. Resolutions and Acts of Congress Relating to the Public Lands, Sec. 4, Page 649; Sales Book, United States Land Office, March 1818, Department of Archives, Montgomery.
7. Typical of these rivalries of the period is the newspaper advertisement by the promoters of nearby Athens, in which it was claimed that Athens had the most "Salubrious" climate in the world, away from the "Miasmic and Feverish" climate of the riverside towns.
8. Articles of Association, recorded Lauderdale County Deed Book #2, p. 1, Florence, Alabama.
9. Ibid.
10. Bill of Complaint, James B. Irvine, Irvine vs. McKinley, et al.; Deposition of John McKinley, ibid.
11. Alabama Republican, Huntsville, April 18, 1818, Department of Archives, Montgomery.
12. Depositions of James H. Weakley and John McKinley, Irvine vs. McKinley, et al.
13. Deposition of James H. Weakley, Irvine vs. McKinley, et al.
14. "A plan of the Town of Florence and the lands adjacent belonging to the Cypress Land Company." Map by F. Sannoner, copied from the original, 1852.
15. Huntsville Republican, January 9, 1819.
16. David R. Dewey, Financial History of the United States, New York, 1934.
17. Resolutions and Acts of Congress Relating to the Public Lands. Act #399, pp. 786-788.
18. Deposition of John McKinley, Irvine vs. McKinley, et al.
19. "A History of Navigation on the Tennessee River System," TVA, pp. 56-58.
20. Anne Royal, Letters From Alabama 1817-1822, Lucille Griffith, editor, University, Ala., 1969, pp. 226-229.
21. Deposition of James H. Weakley, Irvine vs. McKinley, et al.
22. Supplemental Deposition of John McKinley, Feb. 24, 1844, ibid.
23. John Overton to Coffee, Dec. 22, 1827; James Jackson to Coffee, Dec. 31, 1827; Coffee to Andrew Jackson, Dec. 16, 1827; Andrew Jackson to Coffee, Dec. 22, 1827; Overton to Coffee, Dec. 22, 1827; Andrew Jackson to Coffee, Dec. 22, 1827; James Jackson to Coffee, Coffee Papers, Tennessee Archives.

24. Deposition of James H. Weakley; Bill of Complaint, James B. Irvine; Deposition of John McKinley; Irvine vs. McKinley, et al.
25. Bill of Complaint, James B. Irvine; Deposition of James H. Weakley; Irvine vs. McKinley, et al.
26. Decree, Chancellor Ligon, Chancery Court Record Book C, Lauderdale County.
27. Alabama Reports, Vol. 13, January Term 1848, #681, pp. 264-275.
28. United States Census of 1850.
29. Lauderdale County Deed Book #13, p. 398.